Via Overnight

Magalie R. Salas, Esq.

Secretary

Federal Communications Commission

445 12th Street, S.W.

Washington, DC 20554

Re:

CC Docket Nos. 00-218, 00-249 and 00-251
In the matter of the Petition of WorldCom, Inc., etc.; In the matter of the Petition of Cox Virginia Telecom, Inc., etc.; In the Matter of the Petition of AT&T Communications of Virginia, Inc., TCG Virginia, Inc., ACC National Telecom Corp., MediaOne of Virginia and MediaOne Telecommunications of Virginia, Inc. for Arbitration of an Interconnection Agreement With Verizon Virginia, Inc. Pursuant to Section 252(e)(5) of the **Telecommunications Act of 1996**

Dear Ms. Salas:

On behalf of AT&T Communications of Virginia, Inc. and its affiliates listed above, enclosed please find an original and three (3) copies of the Parties' Second Revised Joint Decision Point Lists for Network Architecture and Resale Issues in these consolidated matters.

Mark A. Keffer

AT&T

3033 Chain Bridge Road

Oakton, VA 22185

703 691-6046

cc: Service List

Enclosures

No. of Copies rec'd_C List ABCDE

CERTIFICATE OF SERVICE

I hereby certify that on November 5, 2001, a copy of the foregoing Network Architecture and Resale Second Revised Joint Decision Point Lists was sent via hand delivery, Federal Express, U.S. mail and/or email to:

Dorothy Attwood, Chief Common Carrier Bureau Federal Communications Commission Room 5-C450 445 12th Street, S.W. Washington, D.C. 20544

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Mark A Keffragel

SECOND REVISED JOINT DECISION POINT LIST

(11/05/01)

(NETWORK ARCHITECTURE)

WorldCom, Cox, AT&T ads. Verizon (Docket Nos. 00-218, 00-249, and 00-251)

ISSUE NUMBERING KEY:

Category I: (1) unique to Cox or common to (2) Cox and WorldCom, (3) Cox and AT&T, or (4) all Petitioners

Category III: common to WorldCom and AT&T (non-pricing/non-cost)

Category IV: unique to WorldCom

Category V: unique to AT&T

Category VI: Verizon supplemental issues with WorldCom

Category VII: Verizon supplemental issues with AT&T

AT&T (italic)

WorldCom (bold)

<u>Cox</u> (underline text)

Issue	-	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
No.	Statement of Issue		
1-1	Point of Interconnection Should each Party be financially responsible for all of the costs associated with its originating traffic that terminates on the other Parties' network; regardless of the location and/or number of points of interconnection, as long as there is at least one Point of Interconnection per LATA?	 AT&T's proposed Schedule 4: Compensation terms for Exchange Service Interconnection Traffic ("ESIT") and facilities and trunking to provide ESIT are set forth in Exhibit A (Pricing) of this Agreement. Related record-keeping and record exchange requirements are set forth in Section 5.6 (Measurement and Billing) and related Schedules of this Agreement. Charges for physical network interconnection, including port, collocation, and transport (facility and trunk) will be pursuant to Exhibit A (Pricing) of this Agreement. 	1.45(a) "IP" or "Interconnection Point" means the point at which a Party who receives Reciprocal Compensation Traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Reciprocal Compensation Traffic. 1.63 "Point of Interconnection" or "POI" means the physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the purpose of exchanging traffic. 4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2) The types of Traffic to be exchanged under this Agreement shall be Reciprocal Compensation Traffic, Measured Internet Traffic, IntraLATA Toll (and InterLATA Toll, as applicable) Traffic, Tandem Transit Traffic, Meet Point Billing Traffic, and Ancillary Traffic. Subject to the terms and conditions of this Agreement,

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7100		Agreement. 4 Interconnection provided by VERIZON to AT&T shall be at least equal in quality to that provided to itself or any subsidiary, affiliate or third party and is subject to the requirements of Section 26 (Performance Standards, Measurements and Penalties) of this Agreement.	Interconnection of the Parties' facilities and equipment pursuant to this Section 4.0 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established in accordance with Sections 4.2 and 4.3 below. 4.1 Scope
		 Each Party shall interconnect to the other Party's network in accordance with the following: VERIZON shall permit AT&T to interconnect at any technically feasible point on the VERIZON network, including, without limitation, Tandems, End Offices, outside plant facilities, and customer premises. The point where the Parties interconnect shall be called a Point of Interconnection ("POI"). Such POIs shall be used to (1) deliver ESIT originating on AT&T's network to VERIZON and (2) to exchange Transit Traffic and Meet Point Billing Traffic. At AT&T's sole discretion, AT&T will establish one or more POIs within a LATA in which AT&T offers local exchange service. VERIZON shall interconnect to the AT&T network (i.e., establish a POI) for the delivery of ESIT originating on the VERIZON network at such points mutually agreed to between the Parties or, lacking mutual agreement, at each respective AT&T Switch serving the terminating AT&T end user. Each Party will be responsible (including financial responsibility) for providing all of the facilities and engineering its network on its respective side of each POI. Each Party shall compensate the terminating Party under terms of this Agreement for any transport that is used to carry ESIT between the POI and a distant switch serving the terminating end user. Such transport shall be 	4.1.1 Section 4 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties shall configure the following separate and distinct trunk groups: Traffic Exchange Trunks for the transmission and routing of terminating Reciprocal Compensation Traffic, Tandem Transit Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) (hereinafter, 8YY) traffic, IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in Subsection 4.2.10 below, InterLATA Toll Traffic between their respective Telephone Exchange Service Customers pursuant to Section 251(c)(2) of the Act, and, Measured Internet Traffic, all in accordance with Section 5 below; Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated interLATA 8YY traffic, between AT&T Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 6 below; Untranslated 8YY Access Toll Connecting Trunks for the transmission and routing of untranslated 8YY traffic from AT&T Telephone Exchange Service Customers to a single Verizon access Tandem as designated by Verizon for translation in accordance with Section 6 below; Information Services Trunks for the transmission and routing of terminating Information Services Traffic in accordance with Section 7 below; 911/E911 Trunks for the transmission and routing of terminating E911/911 traffic, in accordance with Section 7 below; and
		either Dedicated Transport or Common Transport pursuant to the interconnection method elected by the originating Party, subject to the terms—	Other types of trunk groups may be used by the Parties as provided in other Sections of this Agreement or in other separate agreements between the Parties

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110.	Statement of Issue	interconnection method elected by the originating Party, subject to the term of Part B.	Sections of this Agreement or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks).
		1.6 In the event that AT&T elects to offer service within a LATA using a switch located in another LATA, AT&T agrees to provide the transport for both Parties' traffic between the remote AT&T switch and a point (i.e., a facility point of presence) within the LATA in which AT&T offers service. Such facility point of presence shall be deemed to be an AT&T Switch Center for the purposes of this Schedule.	Party's Point of Interconnection ("POI") is not located at the receiving Party's
		1.7 The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Agreement and accepted industry practices.	4.1.3 Reciprocal Compensation Traffic Interconnection Points. Each Party is responsible for delivering its Reciprocal Compensation Traffic that is to be terminated by the other Party to the other Party's relevant IP. The originating Party will be responsible for providing transport on its side of the other Party's IP
		1.8 Nothing in this Schedule shall limit AT&T's right to interconnect with VERIZON.	and the terminating party will be responsible for providing transport on its side of its IP, and the cost of such transport will be recovered through reciprocal compensation.
		PART B: INTERCONNECTION ARCHITECTURE	4.1.3.1 In the case of Verizon as the receiving Party for Reciprocal Compensation Traffic delivered by AT&T to Verizon, the geographically-relevant Verizon-IP shall
		1 AT&T METHODS – AT&T, in its sole discretion, may specify one or more the following methods to interconnect with the VERIZON network:	be either:
		1.1 Collocation - VERIZON shall provide collocation to AT&T pursuant to the terms set forth in Section 13 (Collocation) of this Agreement. AT&T may, a	(i) the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer; or
		its option, purchase such collocation at the rates, terms, and conditions set forth in this Agreement.	(ii) the Verizon End Office serving the Verizon Customer
		1.2 UNE Dedicated Transport provided by VERIZON – such leased facilities shall be provided at the rates, terms, and conditions set forth in this Agreement and consistent with applicable law.	4.1.3.2 In the case of AT&T as the receiving Party, Verizon may request, and AT&T will then establish, geographically-relevant IPs by establishing an AT&T-IP at a collocation site at each Verizon Tandem in a LATA (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem at the Verizon Fig. Contains a determined by Verizon for
		1.3 Exchange Access Dedicated Transport (i.e., entrance facilities) provided by VERIZON - such leased facilities shall be provided at the rates, terms, and conditions set forth in the VERIZON exchange access tariff and consistent with applicable law.	Verizon Tandem, at such other Verizon Wire Center as determined by Verizon) for those (AT&T) NPA-NXX's serving equivalent Verizon Rate Centers which subtend the Verizon Tandem (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon); provided, however, if Collocation is not available at a particular Verizon Tandem, End Office Host or such other

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		1.4 Third Party Facilities – where AT&T utilizes the facilities provided by a source other than itself or VERIZON. AT&T shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.	Verizon shall pay only the Local Call Termination End Office rate as set forth in
		1.5 Intra-building Interconnection — where both Parties have a presence within a building (e.g., a commercial building that is not a telephone central office or a telephone central office condominium arrangement) utilizing an intrabuilding cable.	Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the AT&T-IP (for traffic to the relevant NPA-NXX).
		1.6 Mid-Span Fiber Meet - is an interconnection method whereby the Parties jointly establish a fiber optic facility system, with each Party providing the appropriate fiber optic terminal equipment located in its serving wire center designated by AT&T and the appropriate fiber optic cable strands between its serving wire center and a splice location designated by AT&T.	4.1.3.3 Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NPA-NXXs served by those IPs. To the extent that any such AT&T-IP is not located at a Collocation site at a Verizon Tandem (or Verizon End Office Host) or other Verizon End Office, then AT&T shall permit Verizon to establish physical Interconnection at the AT&T-IP, to the extent such physical Interconnection is technically feasible.
		1.6.1 The Parties shall provision any Mid-Span Fiber Meet by initially allocating the use of the facilities equally, with half the facility channels allotted to the use of AT&T, and half of the facility channels allotted to the use of VERIZON Neither Party shall take any action that is likely to impair or interfere with the other Party's use of its allotted facilities.	4.1.3.4 At any time that AT&T establishes a Collocation site at a Verizon End Office, then either Party may request that such AT&T Collocation site be established as the AT&T-IP for traffic originated by Verizon Customers served by that End Office.
		1.6.2 If AT&T elects to interconnect with VERIZON through a Mid-Span Fiber Meet arrangement, such arrangement shall utilize SONET protocol and provide the Parties multiple DS-3 interfaces or mutually agreed upon OC-n interfaces. In the event a Mid-Span Fiber Meet arrangement is utilized, unless the Parties agree otherwise, each Party agrees to bear all expenses associated with the purchase of appropriate equipment, materials, or services necessary to install and maintain such arrangement on its side of the fiber splice. The reasonably incurred construction costs for a Mid-Span Fiber Meet established pursuant to this Section will be shared equally (i.e., 50:50) between the Parties, unless otherwise agreed in writing. No other charges shall apply to either Party's use of its allotted facilities over such Mid-Span Fiber Meet arrangement for the term of the Agreement. Augments to the Mid-Span Fiber Meet shall be mutually agreed to by the Parties in writing. Either Party may purchase transport capacity on the Mid-Span Fiber Meet arrangement allotted to the other Party when the other Party has spare capacity. Spare capacity shall mean an existing unused DS3 facility between	4.1.3.4.1 In the case of Verizon making such request to AT&T, AT&T's obligation to establish an IP at an AT&T Collocation site at a Verizon End Office shall be limited to no more than one (1) such AT&T Collocation site within a given local calling area or non-optional Extended Local Calling Scope Arrangement as such areas are defined in Verizon's effective Customer tariffs, or, if the Commission has defined local calling areas applicable to all LECs, then as so defined by the Commission. Such request shall be negotiated pursuant to the Joint Grooming Plan process, and approval shall not be unreasonably withheld or delayed. To the extent that the Parties have already implemented network Interconnection in a LATA at a point that is not geographically relevant (as that term is described above) or another AT&T-IP, then upon Verizon's request for a geographically relevant AT&T-IP at such End Office Collocation, the Parties shall negotiate a mutually-acceptable transition process and schedule to implement the requested geographically-relevant IPs. If AT&T should fail to establish an IP at an End Office Collocation site pursuant to Verizon's request, or if the Parties have been unable to agree upon a schedule for completing a transition from existing

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		capacity. Spare capacity shall mean an existing unused DS3 facility between the Mid-Span Fiber Meet fiber optic terminals that the providing Party does not plan to use within the next twelve months immediately following the request for spare capacity. A Party must respond to a request for spare capacity from the other Party within ten (10) business days notifying the other Party whether the spare capacity exists. If spare capacity is available the providing Party shall provision the spare capacity within thirty (30) business days from the date of the request if no significant equipment hardware and/or software additions or changes are required. If significant hardware and/or software additions or changes are required, the providing	arrangements to geographically-relevant AT&T-IPs or to an End Office Collocation site AT&T-IP within sixty (60) days following Verizon's request, AT&T shall bill and Verizon shall pay the applicable Local Call Termination End Office rate for the relevant NPA-NXX, as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the AT&T-IP. 4.1.4 Transition To New POI Arrangements. For transition to new POI
		Party shall provision the spare capacity within a commercially reasonable time frame using commercially reasonable efforts to minimize the amount of time required to effectuate such required additions or changes, but in no event later than one hundred twenty (120) business days from the date of the request. After provisioning of the spare capacity is completed, the Party receiving the spare capacity may place orders for services using that spare capacity. Once orders are submitted by the Party receiving the spare capacity, the standard provisioning intervals will apply based on the types of	convert the existing affected Interconnection arrangements and trunks in accordance with the following: 4.1.4.1 The Parties will mutually develop a transition plan for each LATA that will specify: (1) AT&T's IPs; (2) to the extent known at that time, each Party's plans for deploying new Interconnection facilities (e.g., build or lease); (3) each Party's POL (4) the sequence and timeframes for the transition of existing
		services requested, provided that all necessary facilities beyond the Mid-Sp Fiber Meet fiber optic terminals are available. The rate charged by one Party to the other Party for such spare capacity shall be no more than the rates set forth in Exhibit A (Pricing) for UNE-Dedicated Transport. 1.6.3 The originating Party is responsible for transporting its traffic from the	any special ordering and implementation procedures to be used for such transition. 4.1.4.2 AT&T shall not charge Verizon any non-recurring or other one-time charges to transition Interconnection arrangements and trunks from the existing Verizon POI to the new Verizon POI.
		cross-connection device (e.g., DS-X or LG-X panel) serving the terminating Party's terminating electronics for the Mid-Span Fiber Meet to the POI that applicable to the traffic which is being terminated. The originating Party shall provide or cause to be provided any transport needed to deliver its traffic to any such POI that is not within the same serving wire center as the Mid-Span Fiber Meet terminal equipment. The Parties will utilize one of the interconnection methods set forth in this Part B Section 1 or Section 2, as applicable, for any such additional transport.	Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or two way Traffic Exchange Trunks (trunks with traffic going in both directions) will be deployed. To the extent the Parties agree to deploy one way trunk groups, the Parties shall configure separate one-way or two-way (with traffic going in one direction) trunk groups for those trunk types described in Subsection 4.1.1 above and provision and maintain such one way trunk groups in accordance with Section 10 of this Agreement. The Parties
		1.6.4 In establishing a Mid-Span Fiber Meet arrangement and associated interconnection trunking, or an augment to such an arrangement, the Partie agree to work together on routing, determining the appropriate facility system size (i.e., OC-n) based on the most recent traffic forecasts, equipment selection, ordering, provisioning, maintenance, repair, testing, augment, and	amend this Agreement to provide mutually agreed upon terms and conditions governing such two way trunks.

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		unreasonably delay VERIZON's efforts to complete the interconnection by deadline. Any Mid-Span Fiber Meet arrangement where the fiber splice location will be located at a third-party premises is expressly conditioned the Parties having sufficient fiber optic cable capacity at the requested location to meet such request, each Party having unrestricted 24-hour acceptable to the requested location, and on other appropriate protections as reasonal	established facilities between the Verizon Wire Center and the AT&T IP; and/or 4.2.2.3 Via equipment Verizon places at the AT&T premises in accordance with rates, terms and conditions which the Parties shall negotiate at Verizon's request; and/or
į		deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered. 1.6.5 Unless the Parties otherwise mutually agree, the SONET data control channel will be disabled.	4.2.2.4 Upon mutual agreement of the Parties, via equipment placed by a third party at the AT&T-IP under separate terms and conditions between AT&T and such third party with whom Verizon has contracted for such purposes; and/or
		1.7 Any other technically feasible method requested by AT&T.	4.2.2.5 An Entrance Facility leased from AT&T (and any necessary multiplexing), to the AT&T-IP.

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		2. VERIZON METHODS – VERIZON may specify one or more of the followin methods to interconnect with the AT&T network, subject to the terms herein	
		2.1 Space License - AT&T, at its sole discretion, may permit VERIZON to utilize space and power in AT&T facilities specified by AT&T solely for the purpos of terminating ESIT, Transit Traffic and Meet Point Traffic (collectively "Integration"). The terms and conditions of such arrangement shall be pursuant Schedule 4.2.2 (Space License) of this Agreement.	methods specified above in accordance with the rates and charges, order intervals and other terms and conditions, set forth in this Agreement, in any applicable Tariff(s), or as may be otherwise agreed to between the Parties.
		2.1.1 Notwithstanding AT&T's sole discretion to permit VERIZON to utilize space and power in AT&T facilities, if VERIZON is providing to AT&T an exchanaccess entrance facility to a certain AT&T Switch Center and the terminating equipment used to provide such exchange access entrance facility has sparacapacity, then VERIZON may, at its discretion, use the spare capacity of sweeting such exchanges access to the sparacapacity of sweeting such exchanges.	Interface Combination" describes the specification and interfaces generally utilized by Verizon and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities.
		Traffic under the terms, conditions and prices set forth in Schedule 4.2.2 (Space License) of this Agreement.	trunks, that Party will be responsible for the expense of providing such trunks for the delivery of Reciprocal Compensation Traffic and IntraLATA toll traffic to the other Party's IP.
		2.2 Dedicated Transport provided by AT&T – Such leased facilities shall be provided, where available at the rates, terms, and conditions set forth in the Agreement or AT&T tariff. Dedicated Transport shall be considered available based on AT&T's projected need for the requested capacity over the term requested by VERIZON.	4.2.7 AT&T shall charge Verizon no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a Verizon POI to an AT&T-IP in any given LATA.
		2.3 Third Party Facilities – where VERIZON utilizes the facilities provided by source other than itself or AT&T. VERIZON shall comply with industry standards to maintain network integrity and will be solely responsible for a charges or fees assessed by the third party for use of its facilities.	Frehange Trunk group, exceeds the CCS husy hour equivalent of one (1) DS-1 at
		2.5 Intra-building Interconnection — subject to mutual agreement of the Parties where both Parties have a presence within a building (e.g., a commercial building that is not a telephone central office or a telephone central office condominium arrangement) utilizing an intra-building cable.	originating Party's POI. For purposes of this paragraph, Verizon shall satisfy its End Office trunking obligations by handing off traffic to a AT&T-IP.
		2.6 Mid-Span Fiber Meet – interconnection of each Party's fiber cable at a location to which the parties have mutually agreed. Such arrangements, when at the request of VERIZON, are subject to the mutual agreement of the	4.2.9 Upon mutual agreement of the Parties and where Verizon's existing billing systems currently support the billing of Reciprocal Compensation Traffic over Feature Group D trunks carrying Switched Exchange Access Service, AT&T may combine its originating Reciprocal Compensation Traffic and IntraLATA Toll

Issue No.	Statement of Issue	Petitioners' Proposed Contract	anguage Verizon's Proposed Contract Language
NO.	Statement of Issue	when at the request of VERIZON, are subject to Parties. Unless otherwise mutually agreed, eccepts to install and operate the facilities on its connection.	h Party shall bear its own AT&T shall report to Verizon all factors necessary for proper billing of such
		2.6.1 The Parties will work cooperatively in the sele transmission equipment.	in this Section 4 and subject to mutual agreement between the Parties, either Party
		2.6.2 Unless the Party's otherwise mutually agree, to channel will be disabled.	may utilize the Traffic Exchange Trunks for the termination of InterLATA Toll Traffic in accordance with the terms contained in Section 5 and pursuant to the other Party's Switched Exchange Access Service Tariffs. The other Party's Switched Exchange Access Service rates shall apply to such facilities.
		3. TRANSITION TO NEW ARRANGEMENT - The interconnection arrangement specified in this the following:	chedule in accordance with of Reciprocal Compensation Traffic delivered to the terminating Party in accordance with Section 251(b)(5) of the Act at the rates provided in the Detailed
		3.1 Upon the Effective Date of the Agreement, if endinterconnection facilities and/or transport to the described in Part A and for which the terminal compensation under the former agreement, the immediately assess, and the terminating Party interconnection facilities and transport, as app	applicable Tariff(s) of the terminating Party, as the case may be. These rates are to be applied at the AT&T-IP for traffic delivered by Verizon, and at the Verizon-IF for traffic delivered by AT&T. Except as expressly specified in this Agreement, no additional charges, including port or transport charges, shall apply for the termination of Reciprocal Compensation Traffic delivered to the Verizon-IP or the
		3.2 If either Party determines that the interconnect under the former agreement does not comport arrangement set forth in this Schedule, then su existing interconnection arrangement be conversing arrangement set forth in this Schedule. To ass reasonable, such conversions will be implement following guidelines.	access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-
		3.2.1 Within forty five (45) days of a request by either interconnection arrangement, the Parties will	utually develop a transition 5.7.6.1. Notwithstanding any other provision of this Agreement or any Tayiffi (a)
		plan for each LATA based on the terms of this (1) each Party's POIs; (2) to the extent known plans for deploying new interconnection facili the existing interconnection arrangements that (4) the applicable grandfather period for each	that time, each Party's that may be due in connection with their exchange of Measured Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable and the shall be governed by the terms of the FCC Internet Order and other applicable and the shall be governed by the terms of the FCC Internet Order and other applicable and the shall be governed by the terms of the FCC Internet Order and other applicable and the shall be governed by the terms of the FCC Internet Order and other applicable and the shall be governed by the terms of the FCC Internet Order and other applicable and the shall be governed by the terms of the FCC Internet Order and other applicable and the shall be governed by the terms of the FCC Internet Order and other applicable and the shall be governed by the terms of the FCC Internet Order and other applicable and the shall be governed by the terms of the FCC Internet Order and other applicable and the shall be governed by the terms of the FCC Internet Order and other applicable and the shall be governed by the terms of the FCC Internet Order and other applicable and the shall be governed by the terms of the FCC Internet Order and other applicable and the shall be governed by the terms of the FCC Internet Order and other applicable and the shall be governed by the terms of the FCC Internet Order and other applicable and the shall be governed by the terms of the FCC Internet Order and the shall be governed by the terms of the FCC Internet Order and the shall be governed by the terms of the FCC Internet Order and the shall be governed by the terms of the FCC Internet Order and the shall be governed by the terms of the FCC Internet Order and the shall be governed by the terms of the FCC Internet Order and the shall be governed by the terms of the FCC Internet Order and the shall be governed by the terms of the FCC Internet Order and the shall be governed by the terms of the FCC Internet Order and the shall be governed by the terms of the FCC Internet Order and the sha

Issue	a .	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
No.	Statement of Issue	(4) the applicable grandfather period for each such arrangement; (5) the sequence and timeframes for the balance of the existing arrangements to be converted to the new interconnection arrangement; and (6) any special ordering and implementation procedures to be used for such conversions.	any intercarrier compensation for Measured Internet Traffic that is in excess of the intercarrier compensation for Measured Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC Orders and FCC Regulations.
		3.2.2 If the Parties have deployed two-way ESIT trunk groups (exclusive of exchange access trunks on which the parties may have combined ESIT) un the previous agreement, then at AT&T's request VERIZON hereby agrees that: (1) as of the date of AT&T's request the existing two-way trunk grouwill be capped (i.e., no longer augmented); (2) the Parties will establish a augment new one-way trunk groups for traffic growth; (3) with respect to end-office trunk groups, one-way groups shall be designated primary-high and two-way end-office trunk groups shall be designated intermediate-hig (4) with respect to tandem trunk groups, one-way groups shall be designated direct or alternate final and two-way groups shall be designated alternate final or intermediate high; both as designated by AT&T and (5) notwithstanding the one-year limit set forth in Section 3.2.4, on the date requested by AT&T, the two-way groups will be discontinued and the affect traffic will be routed via the one-way trunk groups. 3.2.3 Unless otherwise mutually agreed, each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Agreement.	5.7.6.2 Interconnection Points 5.7.6.2.1 The IP of a Party ("Receiving Party") for Measured Internet Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 4.1.3 above. 5.7.6.2.2 Except as otherwise set forth in the applicable Tariff of a Party ("Receiving Party") that receives Toll Traffic from the other Party, the IP of the Receiving Party for Toll Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 4.1.3 above
		3.2.4 Unless otherwise mutually agreed, the Parties will complete the conversion within one (1) year of the request by either Party to convert the existing interconnection arrangement.	
		3.3 If, following one (1) year after the request by either Party to convert the existing interconnection arrangement pursuant to Section 3.2, there exists I-Traffic trunks which (1) are not grandfathered pursuant to Section 3.2.1 this Part B and (2) have not been converted to the interconnection arrangements described in this Agreement, then either Party may elect to initiate an Alternative Dispute Resolution proceeding, in accordance with process set forth in Section 28.11 of this Agreement, to require the other Party to complete such conversion.	

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		4 MEET POINT TRAFFIC - The Parties will establish two-way meet point trunk groups separate from ESIT trunk groups, to carry Meet Point Traffic. The trunks will be established in GR-394-CORE format. The Parties agree that the following provisions will apply to the switching and transport of Meet Point Traffic:	
		4.1 AT&T will provide local switching and, at its discretion, transport of Feature Group B and D calls from AT&T end-users who have chosen an IXC that is connected to Verizon's tandem switch.	
		4.2 Verizon will provide tandem switching and, if so requested by AT&T, transport of Feature Group B and D calls from AT&T end-users who have chosen an IXC that is connected to Verizon's tandem switch.	
		4.3 Neither Party will charge the other for the use of its facilities, and the Parties will each bill the IXC customer in accordance with MECOD/MECAB guidelines.	7
		4.4 Neither Party will have the responsibility for ensuring that the Switched Access Service customer accepts or pays for the traffic billed by the other Party.	
		4.5 Verizon shall direct traffic received from Switched Access customers directly to AT&T's end office serving the called party where such connection exists and is available.	
		4.6 Originating Feature Group B calls delivered to either Party's tandem shall use GR-317-CORE signaling format unless the associated FGB carrier employs GR-394-CORE signaling for its FGB traffic at the serving access tandem.	
		4.7 The Parties will exchange SS7 signaling messages with one another, where and as available. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter	

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		(SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the end office Party, the tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.	
		5. STANDARDS - The Parties will use the following interconnection standards:	
		5.1 The Parties agree to establish Binary 8 Zero Substitution - Extended Super Frame ("B8ZS ESF") line protocol, where technically feasible.	
		5.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted. Except where multiplexing to a DS1 signal, DS3 facilities will be provisioned with C-bit parity.	
		5.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.	
		5.4 All interconnection facilities between the Parties will be sized according to forecasts developed per the requirements of Section 10.3 (Forecasting) of this Agreement and sound engineering practices.	
		5.5 Interconnection will be provided, subject to the operations plan described in Section 2 of Part B, utilizing either a DS1 or DS3 interface or, with the mutual agreement of the Parties, another technically feasible interface (e.g., STS-1)	
		6.0 (see issue V-1 infra)	
		PART C: TRUNK ARRANGEMENTS	

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	The state of the s	1. The Parties shall establish the following separate and distinct trunk groups in accordance with this Part C.	
		1.1 One-way ESIT trunks for the transmission and routing of terminating ESIT, Transit Traffic, and translated intraLATA 8YY traffic. If AT&T so requests, such trunk groups will operate as two-way trunks for testing purposes, but shall carry only one-way terminating traffic.	
		1.2 Two-way Meet Point Billing trunks for the transmission and routing of jointly provided exchange access traffic, including translated interLATA and intraLATA 8YY traffic in accordance with Part B, Section 4.	
		1.3 At AT&T's request, one-way untranslated 8YY trunks for the transmission and routing of untranslated 8YY traffic. All originating toll free service calls for which AT&T requests that VERIZON perform the SSP function (e.g., perform the database query) shall be delivered to VERIZON, using an agreed upon signaling format. This can be either GR-394-CORE format with Carrier Code "0110" and a mutually agreed upon Circuit Code or GR-317-CORE format. Charges for dipping and transport to the IXC will be billed in accordance with MECOD/MECAB guidelines.	
		1.4 Two-way BLV/BLVI trunks for the transmission and routing of BLV/BLVI traffic between each Party's operator service bureau, in accordance with Section 12 below.	
		1.5 One-way 911/E911 Trunks for the transmission and routing of terminating E911/911 traffic.	
		1.6 Where traffic management or protective protocols such as call gapping are not implemented, one-way choke trunks for traffic congestion and testing.	
		1.7 One-way or two-way, as requested by AT&T, combined-use FG-D trunks on which AT&T may combine originating ESIT with exchange access traffic on Feature Group B and D exchange access trunks AT&T obtains from VERIZON, and AT&T report to VERIZON the factors necessary for proper billing of such combined traffic as set forth in Section 5.6 (Measurement and Billing) of the Agreement.	

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		2. All originating Toll Free Service calls for which the End Office Party performs the SSP function, if delivered to the Tandem Party, shall be delivered by the End Office Party using GR-394 CORE format for IXC bound calls, or using GR-317-CORE format for LEC bound calls, over a separate Meet Point Billing Trunk Group. This trunk group can also be used for incoming IXC originated traffic destined for the AT&T End Office.	
		3. Notwithstanding Section 6 below, if AT&T implements multiple Meet Point Billing trunk groups in a LATA, then AT&T will route all translated intraLATA 8YY traffic originating on any Nortel DMS250 TM and Lucent 5ESS TM switch identified in the LERG with an OCN of 7124 to a mutually agreed upon, single destination (i.e., VERIZON Tandem) in the LATA.	
		4. The originating Party will determine trunk routing for ESIT it delivers to the other Party. The terminating Party may send the originating Party a TGSR to (1) groom out trunks to one or more alternative switches or (2) augment or diminish certain trunk groups. Upon receipt of a TGSR, the originating Party agrees to promptly evaluate the request and reply whether it agrees to implement or not the TGSR action.	
		5. The Parties will work cooperatively to assure that reasonable diversity is achieved among the trunk groups between each Party's switches within each LATA.	
		6. The Parties shall deliver over any I-Traffic trunk groups groomed for a specific access tandem only traffic destined for those publicly-dialable NPA-NXX codes served by: (1) End Offices that directly subtend the access Tandem; (2) other VERIZON End Offices that do not normally subtend such Tandem, for which calls are routed to that End Office on an alternate routing basis; and (3) those providers (including, but not limited to CMRS providers, ITCs, other independent LECs, and CLECs) that directly connect to the access Tandem. With respect to Subsection (2), VERIZON will provide to AT&T any alternate routing plan it has developed, so that AT&T may route traffic pursuant such plan in the event of a network failure or other service affecting event.	
		7. The Parties shall deliver over any I-Traffic trunk groups groomed for a specific End Office only traffic destined for those publicly-dialable NPA-NXX	

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		specific End Office only traffic destined for those publicly-dialable NPA-NXX codes served by that End Office, unless otherwise agreed to by the Parties.	
		8. The source for the routing information for all traffic shall be the then current version of the LERG issued by Telcordia Technologies, Inc., unless otherwise agreed to between the Parties.	
		9. Where either Party delivers over the ESIT trunk groups miscellaneous calls (i.e., time, weather, 976, Mass Calling Codes) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG. Billing for these calls will be as defined in Section 5.6 (Measurement and Billing) or Section 7 (Transport and Termination of Other Types of Traffic), as applicable.	
		10. Subject to the network management provisions of Section 10 of the Agreement, the Parties will cooperate to establish either (1) the capability to perform call gapping and other protective network traffic management controls or (2) separate, choke trunk groups for the completion of calls to Customers such as radio contest lines.	
		11. N11 codes (e.g., 411, 611, 911) shall not be sent between the Parties' networks over the I-Traffic trunk groups. Where applicable (e.g., 911), separate trunk groups will be established to carry traffic associated with such codes.	
		12. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective line side end users. BLV and BLVI inquiries between operator bureaus shall be routed over the ESIT trunk groups(s) using network-routable access codes published in the LERG.	
		13. With respect to ESIT trunk groups, the originating Party shall be responsible for all Control Office functions for interconnection trunks and trunk groups; as well as the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups as more fully described in Section 10 (Network Implementation) of this Agreement. With respect to Meet Point trunk groups, the End Office Party is responsible for all Control Office functions, and shall be responsible for the overall coordination,	

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		Office functions, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for those trunks and trunk groups as more fully described in Section 4 of Part B herein and Section (Network Implementation) of this Agreement.	10
		14. The Parties will implement trouble and testing procedures in accordance the terms set forth in Section 10 (Network Implementation) of this Agreem	
		15. The technical and operational interfaces and procedures to be followed by the Parties are set forth in Section 10 (Network Implementation) of this Agreement.	y ,
		16. The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information will be provided by the Parties in the frequency and format set forth in Section 16 (Forecasting) of this Agreement.	0.3
		17. A blocking standard of one half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provi Switched Access traffic between an end office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of percent (.01).	ided
		To ensure that blocking standards are being met, VERIZON agrees to pro upon request of AT&T, the following information on all trunks, regardless the type of traffic being transported:	
		17.1 the percentage of trunk groups blocked by route in VERIZON's network,	
		17.2 traffic usage data (including, but not limited to, usage, peg and overflow counts) for each AT&T NXX subtending the VERIZON tandem to determine which AT&T traffic by NXX is being blocked, and	ne
		17.3 the point(s) behind the tandem in VERIZON's network where the blocking occurring.	g is
		18. The Parties agree to jointly manage the capacity of I-Traffic trunk groups developing and implementing engineering guidelines which will encourage	

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		developing and implementing engineering guidelines which will encourage the economic deployment of increasingly robust and diverse interconnection between their networks. The Parties agree that these guidelines, when developed, will form the basis for creation of additional trunking.	
	Does WorldCom, as the requesting carrier, have the right pursuant to the Act, the FCC's Local Competition Order, and FCC regulations, to designate the network point (or points) of interconnection at any technically feasible point, including a single POI per LATA? May Verizon impose multiple points of interconnection or shift to WorldCom the financial responsibility to transport Verizon's originating traffic?	Attachment IV, Section 1.1 through 1.1.3.3; Section 1.3 through 1.3.2: 1.1 Network Interconnection Methods 1.1.1 Upon request by MCIm, Verizon shall provide Interconnection for the facilities and equipment of MCIm with Verizon's network for the transmission and routing of Telephone Exchange Service and Exchange Access at any Technically Feasible point within Verizon's network. The Interconnection must be at least equal in quality to that provided by Verizon to itself, any Verizon subsidiary, Verizon Affiliate, or any third party to which Verizon provides Interconnection. Verizon shall provide Interconnection on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act. 1.1.2 Verizon shall provide Interconnection at any Technically Feasible point, by any Technically Feasible means, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCIm originates local, intraLATA toll, or Meet Point Switched Access traffic and interconnects with Verizon. 1.1.3 If MCIm determines to establish new, or change existing, Interconnection arrangements with Verizon, it will provide written notice of the need to establish or change such Interconnection with Verizon.	 Points of Interconnection (POI) and Trunk Types Points of Interconnection ("POI"). 1.1 As and to the extent required by Section 251 of the Act, the Parties shall provide interconnection of their networks at any technically feasible point as specified in this Agreement. To the extent the originating Party's POI is not located at the terminating Party's relevant Interconnection Point ("IP"), the originating Party is responsible for transporting its traffic from it's POI to the terminating Party's relevant IP. MCIm may specify any of the following methods for interconnection with Verizon: 1.2.1 a Collocation node MCIm has established at the Verizon-IP pursuant to the Collocation Attachment; and/or 2.1.2.2 a Collocation node that has been established separately at the Verizon-IP by a third party with whom MCIm has contracted for such purposes; and/or 2.1.2.3 an Entrance Facility and transport leased from Verizon (and any necessary multiplexing) pursuant to the applicable Verizon access Tariff, from the MCIm POI to the Verizon-IP. 2.1.3 Verizon may specify any of the following methods for interconnection with MCIm:
		1.1.3.1 MCIm will designate the point or points of Interconnection and determine the method or methods by which the Parties interconnect.	2.1.3.1 interconnection at a Collocation node that MCIm has established at the Verizon-IP pursuant to the Collocation Attachment: and/or

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			7.1 Reciprocal Compensation Traffic Interconnection Points.
			7.1.1 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which MCIm will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("MCIm-IPs") shall be as follows:
			7.1.1.1 [Intentionally left blank].
			7.1.1.2 In the case of MCIm as the receiving Party, Verizon may request, and MCIm will then establish, geographically-relevant IPs by establishing an MCIm-IP at a collocation site at each Verizon Tandem in a LATA (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon) for those (MCIm) NPA-NXX's serving equivalent Verizon Rate Centers which subtend the Verizon Tandem (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon); provided, however, if Collocation is not available at a particular Verizon Tandem, End Office Host or such other Verizon Wire Center chosen by Verizon, the Parties will negotiate a mutually acceptable MCIm-IP in such case. MCIm shall identify its IPs in writing pursuant to Section 4.4. If MCIm fails to establish a geographically relevant IP as provided herein within a commercially reasonable timeframe, then MCIm shall bill and Verizon shall pay only the Local Call Termination End Office rate as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the MCIm-IP (for traffic to the relevant NPA-NXX).
			7.1.1.3 At any time that MCIm establishes a Collocation site at a Verizon End Office, then either Party may request that such MCIm Collocation site be established as the MCIm-IP for traffic originated by Verizon Customers served by that End Office.
			7.1.1.3.1 In the case of Verizon making such request to MCIm, MCIm's obligation to establish an IP at an MCIm Collocation site at a Verizon End Office shall be limited to no more than one (1) such MCIm Collocation site within a given local calling area or non optional extended local calling scope arrangement as such areas are defined in Verizon's effective Customer tariffs, or, if the Commission has defined local calling areas applicable to all LECs,

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			then as so defined by the Commission. Such request shall be negotiated pursuant to the Joint Grooming Plan process, and approval shall not be unreasonably withheld or delayed. To the extent that the Parties have already implemented network Interconnection in a LATA at a point that is not geographically relevant (as that term is described above) or another MCIm-IP, then upon Verizon's request for a geographically relevant MCIm-IP at such End Office Collocation, the Parties shall negotiate a mutually-acceptable transition process and schedule to implement the requested geographically-relevant IPs. If MCIm should fail to establish an IP at an End Office Collocation site pursuant to Verizon's request, or if the Parties have been unable to agree upon a schedule for completing a transition from existing arrangements to geographically-relevant MCIm-IPs or to an End Office Collocation site MCIm-IP within sixty (60) days following Verizon's request, MCIm shall bill and Verizon shall pay the applicable Local Call Termination End Office rate for the relevant NPA-NXX, as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the MCIm-IP.
			7.1.2 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which Verizon will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("Verizon-IPs") shall be as follows:
			7.1.2.1 For Reciprocal Compensation Traffic delivered by MCIm to the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer, the Verizon-IP will be the Verizon Tandem switch.
			7.1.2.2 For Reciprocal Compensation Traffic delivered by MCIm to the Verizon terminating End Office Wire Center serving the Verizon Customer, the Verizon-IP will be Verizon End Office switch.
			7.1.3 Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NPA-NXXs served by those IPs. To the extent that any such MCIm-IP is not located at a Collocation site at a Verizon Tandem (or Verizon End Office Host) or other Verizon End Office, then MCIm shall permit Verizon to establish physical Interconnection at the MCIm-IP, to the extent such physical Interconnection is technically feasible.
			7.1.4 Each Party is responsible for delivering its Reciprocal Compensation

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			7.5 Interconnection Points.
			7.5.1 The IP of a Party ("Receiving Party") for Measured Internet Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 7.1 above.
			7.5.2 Except as otherwise set forth in the applicable Tariff of a Party ("Receiving Party") that receives Toll Traffic from the other Party, the IP of the Receiving Party for Toll Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 7.1 above.
			7.5.3 The IP for traffic exchanged between the Parties that is not Reciprocal Compensation Traffic, Measured Internet Traffic or Toll Traffic, shall be as specified in the applicable provisions of this Agreement or the applicable Tariff of the receiving Party, or in the absence of applicable provisions in this Agreement or a Tariff of the receiving Party, as mutually agreed by the Parties.
Ì			FROM GLOSSARY
			2.49 IP (Interconnection Point).
			"IP" or "Interconnection Point" means the point at which a Party who receives Reciprocal Compensation Traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Reciprocal Compensation Traffic.
	}		2.71 POI (Point of Interconnection).
			The physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the purpose of exchanging traffic.
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ſ	Verizon may not, through its designations of interconnection points or by discounting the compensation it owes Cox, require Cox to pay for Verizon's delivery of Verizon's traffic to Cox's network.	ICox proposes to delete Verizon's originally-numbered subsection 4.2.4. ("4.2.4 Geographic Relevance. In the event either Party fails to make available a geographically relevant End Office or functional equivalent as an IP and POI on its network, the other Party may, at any time, request that the first Party establish such additional technically feasible point as an IP and/or POI. Such requests shall be made as a part of the Joint Process established pursuant to subsection 10.1. A "geographically relevant" IP shall mean an IP that is located within the Verizon local calling area of equivalent Verizon end user Customers, but no greater than twenty five (25) miles from the Verizon Rate Center Point of the Verizon NXX serving the equivalent relevant end user Customers, or, with the mutual agreement of the Parties, an existing and currently utilized IP within the LATA but outside the foregoing Verizon local calling area and/or twenty five (25) mile radius. "Equivalent" customers shall mean customers served by either Party and which are assigned telephone numbers in the same Rate Center. If after thirty (30) days following said request such geographically relevant handoffs have not been made available by Cox. Cox shall bill and Verizon shall pay only the End Office Reciprocal Compensation rate for the relevant NXX less Verizon's transport rate from Verizon's originating End Office to Cox-P.") — This is the original language proposed to Cox by Verizon in this proceeding, and although it is not included in Verizon's section of this JDPL, to Cox's knowledge it has not been withdrawn from negotiations.] ICox proposes to delete Verizon's language at the following subsections. This language, included in a generic proposal on ISP-bound traffic that was delivered to all petitioners on July 31, 2001, was withdrawn from Verizon's negotiations with Cox on July 19, 2001 and has never been formally or informally proposed to or discussed with Cox. Cox does not accept this language and has had no opportunity in this proceeding to	FROM Verizon proposed Glossary to Cox: 1.37 "IP" or "Interconnection Point" means the point at which a Party who receives traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that traffic. 1.54 "Point of Interconnection" or "POF" means the physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the purpose of exchanging traffic. 4.0 INTERCONNECTION AND PHYSICAL ARCHITECTURE 4.1 Interconnection Activation Cox represents that it is providing fully operational service predominantly over its own Telephone Exchange Service facilities to business and residential Customers in Virginia through the IPs listed in the attached Schedule 4.1. Cox and Verizon have set forth in Schedule 4.1 their implementation schedule for their initial IPs through which they intend to provide service. To the extent Verizon or Cox wishes to provide service through IPs in additional LATAs, Verizon and Cox will mutually agree to an implementation schedule for those IPs and amend Schedule 4.1 to reflect that implementation schedule. To that end, the Parties will establish and perform to milestones such as trunking arrangements for Traffic Exchange, timely submission of Access Service Requests, 911 Interconnection establishments, SS7 Certification and arrangements for alternate-billed calls. IFROM 4.2 Trunk Types and Interconnection Points.
		[The following language, similar to an arrangement proposed by Verizon in an	4.2.2.1 In the case of Cox as a Receiving Party, Verizon may request, and

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		"Intercarrier Compensation" package on February 4, 2000, was rejected by Cox (and	Cox will then establish, geographically-relevant IPs by establishing a Cox-IP
		apparently withdrawn from Verizon's negotiations with Cox) as of April 14, 2000.	at a Collocation site at each Verizon Tandem in a LATA (or, in the case of a
		Cox does not accept this language and has had no opportunity in this proceeding to	single Tandem LATA, at each Verizon End Office Host; or, in the case of a
i i		respond to it:	LATA with no Verizon Tandem, at such other Verizon Wire Center as
			determined by Verizon), for those (Cox) NXXs serving equivalent Verizon
			Rate Center Areas which subtend the Verizon Tandem (or Verizon End Office
		4.2.2.1;	Hosts; or, in the case of a LATA with no Verizon Tandem, at such other
		4.2.2.2;	Verizon Wire Center as determined by Verizon) provided, however, if
		4.2.2.3.]	Collocation is not available at a particular Verizon Tandem, End Office Host
			or such other Verizon Wire Center chosen by Verizon, the Parties will
			negotiate a mutually acceptable Cox-IP in such case. Cox shall identify its IPs
			in writing pursuant to Section 4.1. If Cox fails to establish a geographically-
		[The following language has been agreed to by Cox and Verizon.	relevant IP as provided herein within a commercially reasonable time, then
			Cox shall bill and Verizon shall pay only the applicable Reciprocal
j		4.2.2 Interconnection Points. Each Party shall establish Interconnection Points ("IPs")	Compensation Traffic End Office call termination rate, as set forth in Exhibit
1		at the available locations designated in Schedule 4.1. The mutually agreed-upon IPs	A, less Verizon's monthly recurring rate for unbundled Dedicated Transport
		on the Cox network from which Cox will provide transport and termination of traffic	from Verizon's originating End Office to the Cox-IP.
		to its Customers shall be designated as the Cox Interconnection Points ("Cox-IPs").	
		The mutually agreed-upon IPs on the VZ-VA network from which VZ-VA will	4.2.2.2 Should either Party offer additional IPs to any Telecommunications
		provide transport and termination of traffic to its Customers shall be designated as the	Carrier that is not a Party to this Agreement, the other Party may elect to
		VZ-VA Interconnection Point(s) ("VZ-VA-IP(s)"); provided that such VZ-VA-IP(s)	deliver traffic to such IPs for the NPA-NXXs served by those IPs. To the
		shall be either the VZ-VA terminating End Office serving the VZ-VA Customer (for	extent that any such Cox-IP is not located at a Collocation site at a Verizon
		Interconnection where direct trunking to the VZ-VA End Office is used) or the VZ-VA	Tandem (or Verizon End Office Host) or other Verizon End Office, then Cox
		Tandem subtended by the terminating End Office serving the VZ-VA Customer (for	shall permit Verizon to establish physical interconnection at the Cox-IP, to the
Ì		Interconnection where direct trunking to the VZ-VA Tandem is used). Each Party is	extent such physical interconnection is technically feasible.
ľ		responsible for delivering its terminating traffic to the other Party's relevant IP.]	
			4.2.2.3 At any time that Cox establishes a Collocation site at a Verizon End
			Office, then either Party may request that such Cox Collocation site be
		[Cox proposes to delete Verizon's language at the following subsection. This	established as the Cox-IP for traffic originated by Verizon Customers served
		language has never been formally or informally proposed to or discussed with Cox.	by that End Office. In the case of Verizon making such request to Cox, Cox's
		Cox does not accept this language and has had no opportunity in this proceeding to	obligation to establish an IP at a Cox Collocation site at a Verizon End Office
		respond to it:	shall be limited to no more than one (1) such Cox Collocation site within a
- 1		Tespona to It.	given local calling area or non-optional Extended Local Calling Scope
		4.5.3.]	Arrangement as such areas are defined in Verizon's effective Customer tariffs,
		<u> </u>	or, if the Commission has defined local calling areas applicable to all LECs.
			then as so defined by the Commission. Such request shall be negotiated
			<u>pursuant to the Joint Grooming Plan process, and approval shall not be</u> unreasonably withheld or delayed. To the extent that the Parties have already
			unreasonably withheld of delayed. To the extent that the Parties have already

Issue		Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
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110.	Statement of Issue		implemented network interconnection in a LATA at a point that is not geographically relevant (as that term is described above) or another Cox-IP, then upon Verizon's request for a geographically-relevant Cox-IP at such End Office Collocation, the Parties shall negotiate a mutually-acceptable transition process and schedule to implement the geographically-relevant IPs. If Cox should fail to establish an IP at an end office Collocation site pursuant to Verizon's request, or if the Parties have been unable to agree upon a schedule for completing a transition from existing arrangements to geographically relevant Cox-IPs or to an end office Collocation site Cox-IP within sixty (60) days following Verizon's request, Cox shall bill and Verizon shall pay the applicable Reciprocal Compensation Traffic End Office call termination rate for the relevant NXX, as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the Cox-IP.
			 4.2.2.4 The IP of a Party ("Receiving Party") for Measured Internet Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 4. 4.2.2.5 Except as otherwise set forth in the applicable Tariff of a Party ("Receiving Party") that receives Toll Traffic from the other Party, the IP of the Receiving Party for Toll Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section A.
			4.2.2.6 The IP for traffic exchanged between the Parties that is not Reciprocal Compensation Traffic, Measured Internet Traffic or Toll Traffic, shall be as specified in the applicable provisions of this Agreement or the applicable Tariff of the receiving Party, or in the absence of applicable provisions in this Agreement or a Tariff of the receiving Party, as mutually agreed by the Parties.
			4.2.3 Each Party shall make available at least one designated IP in each LATA in which it has Customers, as designated in Schedule 4.2. Any additional traffic that is not covered in Schedule 4.2 and is not Switched Exchange Access traffic shall be subject to separate negotiations between the Parties, except that either Party may deliver such additional traffic to the other Party for termination as long as the delivering Party pays the receiving Party's then current tariffed Switched Exchange Access rates for terminating such traffic.